



GENERAL INFORMATION CITY OF FRISCO, TEXAS

REQUEST FOR PROPOSAL NO. 1502-037 CONSTRUCTION MANAGER (CM) AT RISK NORTHEAST COMMUNITY PARK PHASE I

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DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER  
PRIOR TO:

***February 20, 2015 @ 2:00PM CST***

***NO LATE PROPOSALS WILL BE ACCEPTED***

**CD OR FLASH DRIVE AND FIVE HARD COPIES REQUIRED**  
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**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

CITY OF FRISCO
DANIELFORD
PURCHASING MANAGER
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034

**Deadline for Submittal of
Questions**

February 11, 2015 4:00pm CST
Send to

Purchasing@friscotexas.gov

Pre-Proposal Meeting

February 3, 2015 2:00pm CST
City Hall/Room C116

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Daniel Ford, CPPO, CPPB
Purchasing Manager
dford@friscotexas.gov
972 292 5545

Jean Stellatella, CPIM, CPPB
Senior Buyer
jstellatella@friscotexas.gov
972 292 5541



CITY OF FRISCO

REQUEST FOR PROPOSAL NO. 1502-037

RFP for Construction Manager (CM) at Risk Northeast Community Park Phase I

PROPOSER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASHDRIVE PLUS FIVE HARD COPIES TO FACILITATE EVALUATION. IF THE HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASH DRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

PROPOSALS MUST BE RECEIVED BY FEBRUARY 20, 2015 BEFORE 2:00 PM CST BY THE PURCHASING MANAGERS' OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

Proposals will be publicly opened and names of those that submitted will be read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on February 20, 2015 at 2:05 PM CST.

A non-mandatory pre-proposal meeting will be held on February 3, 2015 at 2:00pm CST. The location will be City Hall/Library, 6101 Frisco Square Blvd, Frisco, TX 75034, Room C116.

Write the request for proposal number, **1502-037**, and name of proposal, ***RFP for Construction Manager (CM) at Risk-Northeast Community Park Phase I***, and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Submitting Proposals" attached hereto. Each proposer is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposal. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

Contractors will be required to review and provide any exceptions to the AIA A133-2009 and AIA A201-2007 posted with this RFP document. The requirements of the AIA documents will prevail.

BONDING REQUIREMENTS

Bids must be accompanied by a cashier's check or certified check upon a national bank, or a bid bond from a reliable surety company in an amount not less than five percent (5%) of the total maximum bid price, as a guarantee that the bidder will enter into a contract and execute a performance bond and a payment bond within (10) days after notice of award of contract to him. A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$50,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for one hundred percent (100%) of the contract price. **A five percent (5%) BID BOND or CASHIERS CHECK must be submitted with the bid package.**

SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM

The successful proposer will be required to execute a written contract. Please see the AIA A133-2009 and AIA A201-2007 provided with this RFP.

GENERAL CONDITIONS OF SUBMITTING PROPOSALS

1. INSTRUCTIONS: These instructions apply to all proposals and become a part of the terms and conditions of any proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by proposer when submitting.

SUBMITTING PROPOSALS

2. FORM: Proposers must submit an original on a CD or Flashdrive, and five (5) hard copies of the sealed proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional hard copies may result in the proposal being declared nonresponsive to the specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of proposal closing.
4. QUANTITIES: In the case of estimated requirements contract, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this proposal regardless of quantity. The successful proposer shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

7. **DELIVERY PROMISE-PENALTIES:** Proposals **MUST** show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the proposer shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.
8. **PROPOSER SHALL PROVIDE:** With this proposal response, the proposer shall provide all documentation required. Failure to provide this information may result in rejection of the proposal.
9. **ALTERING/WITHDRAWAL OF PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No proposal may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Managers' approval.
10. **PRESENTATION OF PROPOSALS:** No oral, telegraphic, telephonic, e-mailed, or facsimile proposals will be considered at this time. All proposals must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** The proposal number must appear on ALL correspondence, inquiries, submittal documents, etc. pertaining to this Request for Proposal.
12. **ADDENDA:** Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the proposer to ensure receipt of all addenda and to include the changes in this proposal document.
13. **LATE PROPOSALS:** Proposals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. **PROPOSAL OPENINGS:** Names of all proposers submitting proposals will be read aloud at the City's regularly scheduled proposal opening for the designated project. However the reading of a proposal at opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.

The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and

according to state law; all proposals received will be available for inspection at that time, unless otherwise provided by law.

15. PROPOSAL TABULATION: Proposers desiring a copy of the tabulation may request it by enclosing a self-addressed stamped envelope with their proposal. TABULATION RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov/bids. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
16. PROTESTS: All protests regarding the proposal solicitation process must be submitted in writing to the City within five (5) working days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.
17. PROPOSAL AWARD: The City reserves the right to award a separate contract to separate proposers for each item/group or to award one contract for the entire proposal.
18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.
The City may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.
20. ASSIGNMENT: The successful proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than referenced, proposal

must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS: The Proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
29. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
30. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the highest scoring proposer.
31. INVOICES: Invoices must be submitted by the successful proposer to the City of Frisco, Finance Division, accountspayable@friscotexas.gov.

CONTRACT

32. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract or multiple year proposal, the contract shall be for a predetermined period as specified in the Request for Proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
33. **INTERLOCAL AGREEMENT:** Successful proposer agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful proposer may be asked to provide products/services, based upon proposal submittal, to any other participant in the Forum.
34. **AUDIT:** The City reserves the right to audit the records and performance of successful proposer during the term of the contract and for three (3) years thereafter.
35. **SUCCESSFUL PROPOSER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**
36. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful proposer fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful proposer.

37. **ACCEPTABILITY:** All articles enumerated in the proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the proposer and at its expense. All disputes concerning quality of supplies utilized in the performance of this proposal will be determined solely by the City Purchasing Manager or designated representative.
38. **REMEDIES:** The successful proposer and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
39. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
40. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
41. **NO PROHIBITED INTEREST:** The proposer acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
44. **PREVAILING WAGE RATES:** Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.
45. **APPLICABLE LAW:** Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors shall review the insurance requirements provided in the AIA document AIA A201-2007, Article 11.

Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- _____ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2015.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2015.

Notary Public in and for the State of _____
My commission expires: _____

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

CIQ Form-To be completed by the Proposer and Submitted with Proposal

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ		
<p>This questionnaire reflects changes made to the law by H.B. 1431, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 5px;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div> </td> </tr> </table>		OFFICE USE ONLY	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div>
OFFICE USE ONLY				
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div>				
<p>1 Name of person who has a business relationship with local governmental entity.</p> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div>				
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>				
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <div style="text-align: center; margin: 10px 0;"> <div style="border-bottom: 1px solid black; width: 300px; margin: 0 auto;"></div> Name of Officer </div> <p style="font-size: small;">This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: center; gap: 20px; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 20px; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: center; gap: 20px; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <div style="border-bottom: 1px solid black; height: 100px; margin-top: 10px;"></div>				
<p>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature of person doing business with the governmental entity </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date </div> </div>				

Adopted 06/29/2007

PROPOSER REMINDER LIST:**REQUESTED DOCUMENTATION INCLUDED?****ORIGINAL ON A CD OR FLASHDRIVE AND FIVE (5) HARD COPIES INCLUDED?****ALL BLANKS COMPLETED ON THIS FORM?****COMPLETED COMPANY PROFILE/REFERENCES?****COMPLETED SIGNATURE?****Schedule of Events**

Public Notification/Advertisement	January 23, 2015	
	January 30, 2015	
Pre-Proposal Meeting	February 3, 2015	2:00PM CST
-City Hall/Room C116		
Deadline for Submitting Questions	February 11, 2015	4:00PM CST
RFP Responses Due	February 20, 2015	2:00PM CST

Questions Concerning this RFP are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

REQUEST FOR COMPETITIVE SEALED PROPOSALS

RFP#1502-037 CONSTRUCTION MANAGEMENT SERVICES (CM at Risk or CMR)

ONE STEP PROCESS

NE COMMUNITY PARK PHASE I

The City of Frisco, Texas ("City") will accept Competitive Sealed Proposals from Construction Managers **until 2:00 PM CST on February 20, 2015** to:

City of Frisco
Attn: Daniel Ford
Purchasing Manager
6101 Frisco Square Blvd
Frisco, Texas 75034

This is an invitation and request for proposals from construction management firms. Services to be provided include Construction Manager at Risk services for pre-construction services and construction of the NE Community Park Phase I.

Please visit www.friscotexas.gov/bids to retrieve copies of the AIA A133-2009 and AIA A201-2007 for this project.

Project Description

NE Community Park Phase I

Location: At the southeast corner of Honey Grove Drive and Panther Creek Parkway

The project to be submitted on is Phase 1 of a multi-phase Community Park Project. Currently, the property is undeveloped and was previously used for agricultural purposes.

The program of elements shall include, but not be limited to, the following amenities as determined by the project's \$11,358,500.00 construction budget:

- Six to eight (6-8) lighted, multi-purpose fields (360'x225')
- Custom skate park (approximately 31,000 square feet)
- Restroom/concession building(s) with storage and covered seating area(s)
- Restroom building(s)
- Park drives and parking lots
- Park entry sign(s)
- Recreational sidewalk/trail
- Retention/irrigation pond w/ fountain
- Fishing pier(s)

- Lighting (sports and security)
- Landscaping
- Utilities (water, sanitary sewer & storm drainage)
- Irrigation (pump system, main/lateral lines, heads, etc.)

Quality and Feel

The City of Frisco takes great pride in their Park System. Frisco demands that this project is constructed with a keen attention to detail and a high level of craftsmanship. The construction and materials should demonstrate a sense of permanence in the facilities while being affordable.

NE Community Park will be the first Community Park in this region of the City and will house the City's first skate park. Due to the park being the first such park in this area of town success and citizen's approval is paramount.

The project budget is approximately \$11,358,500.00 and includes all Construction Manager at Risk fees, general conditions and construction costs. The CM at Risk will assist in value engineering if necessary to meet the project budget.

The project has currently been master planned, and the plan was accepted by City Council and the Park and Recreation Board. The consultant is currently beginning the detailed design process.

The Project shall be substantially completed by **July 2016**.

The Architect for this project is:

Schricket, Rollins, and Associates
1161 Corporate Drive West, Suite 200
Arlington, Texas 76006
817-649-3216

One CM at Risk will be selected for the project to provide both pre-construction and construction services. Pre-construction services will be required immediately following City Council approval and award of a contract.

The City reserves the right to waive any informality and to reject any or all proposals. When the City selects a proposer, the City may discuss with the selected proposer options for cost reduction or other negotiations. If the City is unable to reach a contract with the selected proposer, the City will terminate further discussions and proceed to the next proposer in the order of the selection ranking until a contract agreement is reached or all proposals are rejected.

REQUEST FOR COMPETITIVE SEALED PROPOSALS

It is the intention of the City to select via Competitive Sealed Proposals a Construction Manager at Risk ("CMR") for the construction of the Project. Proposals are to include the information requested in the Response Section below in the sequence and format prescribed. In addition to and separate from the requested information, supplementary materials may be provided to further delineate a proposal. However, any such supplemental information must be behind all required information.

Proposal original and five (5) copies, plus a CD or flash drive to be submitted to:

City of Frisco
Attn: Daniel Ford
Purchasing Manager
6101 Frisco Square Blvd.
Frisco, Texas 75034

no later than **2:00 p.m. on February 20, 2015**. The clock in the City office shall govern as to the required time for submittal of proposals. Immediately thereafter, the City and its Architect will review the proposals.

Project Schedule

RFP Available	January 23, 2015	
Pre-Submittal Meeting	February 3, 2015	2:00pm
Question Deadline	February 11, 2015	4:00pm
Proposals Due	February 20, 2015	2:00pm
Award of Contract	Within 45 days of receipt of Proposals	
Substantial Completion of Work	July 2016	

PRE-SUBMITTAL MEETING

There will be a pre-submittal conference at **2:00PM CST on February 3, 2015** at Frisco City Hall Room C116, 6101 Frisco Square Blvd, Frisco, Texas 75034. This meeting will be held to discuss this solicitation and answer any questions. Attendance at the meeting is not mandatory, it is however, recommended.

REQUEST FOR PROPOSALS RESPONSE

Please provide **all of the following information** in the sequence and format prescribed by this response section. Supplemental materials providing additional information may be attached, if limited to three (3) pages and at the back of the submittal package, but the information requested below is to be provided in this format.

1. Firm Information:

A. General:

- Name of firm
- Address of Principal Office
- Phone
- Fax
- Primary Individual to Contact to Include Contact Information (include email):
- Form of Business Organization (Corporation, Partnership (type), Individual, Joint Venture, Other)
- Year Founded
- State of Organization
- Year's organization has been in business in construction in its current capacity

B. Experience:

- i. List the firm's major projects that have been completed over the last five years in the construction of projects of comparable size and complexity under the CM at Risk ("CMR") method. For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, substantial completion date, owner and architect. Also provide contact information for the architect and owner for each listed project.
- ii. List the major construction projects your organization has in progress, giving the name and location of project, owner, architect, contract amount, percent complete and scheduled completion date. Also provide contact information for the architect and owner for each listed project.
- iii. Identify all projects listed above that included your organization providing pre-construction services.
- iv. Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects. Which (one or more) of your projects listed above best exemplify these concepts and experience?
- v. It is anticipated that cost estimating will be critical at multiple points in the design process. Describe your organization's methods for estimating costs, and for scheduling, during the design/documents phases. Include information on any special software tools your organization utilizes to complete cost estimating and

ease of estimating based on changes to program elements within a facility. The guaranteed maximum price will be required at the 100% construction document phase. Are there any issues with meeting these requirements?

C. Financial:

- i. Attach an audited financial statement including your organization's latest balance sheet and income statements showing the following items:
 - A. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.)
 - B. Noncurrent assets (e.g., net fixed assets, other assets).
 - C. Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - D. Noncurrent liabilities (e.g., notes payable).
 - E. Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings).
- ii. Name and address of firm preparing attached financial statement and date thereof.
- iii. Is the attached financial statement for the identical organization named in 1A above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent subsidiary).
- iv. Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- v. Provide name, address, and phone for bank reference.
- vi. Surety: Name of bonding company, name and address of agent. A bond for 100% of the construction cost will be required upon submission of the GMP. Proof of ability of bond is required.

2. AIA Contract:

Each firm **must submit any and all** exceptions, proposed changes or deletions to the AIA Document A133 – 2009 “Standard Form of Agreement Between Owner and Construction Manager as Constructor” and AIA A201 - 2007 as modified by Owner as part of the required information. **If none are proposed, so state in the submitted proposal.**

3. Fees:

It is anticipated that the City will enter into a fixed sum contract with the CMR. For purposes of calculating fees below, an estimated project value of \$11,358,500 should be used.

i. Pre-construction Services Fees

To include personnel expenses, project cost estimating services (Note – multiple will be required), preliminary project schedules, value engineering and constructability reviews, overhead and profit through the Design Phase of the project.

\$ _____

ii. Construction Phase Services Fees

To include overhead and profit to administer the project construction.

The fee quoted will not include direct project management expenses (on-site personnel expenses) or direct project expenses. These items will be negotiated as part of the selection\contract process requiring a detailed list of all General Conditions, and will be included as a part of the guaranteed maximum price.

\$ _____.

iii. Savings

Describe your organization's concept for the disposition of savings realized during construction. Owner expects the return of the full amount of the savings to the Owner, is this acceptable?

iv. Contingencies

Describe your organization's philosophy related to the designation, authorization and use of contingencies.

v. Construction Schedule

Describe your anticipated construction schedule and how that would comport with the Project's substantial completion date.

vi. Performance and Payment Bond

Identify the premium for 100% Performance and Payment Bond \$_____. Indicate if the performance and payment bonds will be furnished by the CMR.

vii. **Liability Insurance**

Identify the premium for General Liability, Automobile Liability and Umbrella Liability Insurance \$_____.

viii. **Builders Risk Insurance**

Identify the premium for Builders Risk Insurance \$_____.

ix. **Personnel**

Given the scope and schedule of the Project, identify the Project Manager, Estimator, and Field Operations personnel who would work on the project. Provide a resume and references for each individual. Owner expects the personnel included within your proposal will have experience on projects constructing facilities similar in type and size to the Project, and such personnel will be the exact same team that is assigned to the project being committed through completion of the project.

x. **References**

Provide references for all projects listed as experience in this proposal where the projects were constructed under the CMR delivery method.

CRITERIA FOR SELECTION

The City shall use the following criteria for the selection of the proposal that offers the best value to the City:

1) Experience of the Proposer -

- a) Has the Proposer constructed projects of similar size, type and complexity?
- b) Does the Proposer have specific experience in fulfilling CMR services for active recreation/sports parks?
- c) Has the Proposer constructed similar projects that range in construction cost from 8-12 million dollars?
- d) Has the Proposer constructed a skatepark?
- e) Has the Proposer constructed projects with a combination of similar components?
- f) Has the Proposer constructed a similar project located in the DFW Metroplex?
- g) Has the Proposer constructed soccer/football fields for a City or ISD
- h) Has the Proposer constructed a similar project in size, scope, and elements within the last five (5) years?
- i) Is the Proposer accessible for warranty item management?

2) Local Project Experience –

- a) Has the Proposer constructed other projects for the City of Frisco?
- b) Has the Proposer constructed park projects for the City of Frisco?

3) Past Performance of the Proposer -

- a) Is the quality of Proposer's work good?
- b) Does the Proposer stay on schedule?
- c) Does the Proposer construct projects within budget?
- d) Has the Proposer demonstrated a history of fair value engineering?
- e) Does the Proposer pay subs on time?
- f) Does the Proposer timely complete warranty work?

4) Proposed personnel and management team -

- a) Are Proposer's personnel experienced in similar projects?
- b) Is the Proposer committed to keeping the same Team proposed on the Project through completion?
- c) Have the proposed personnel demonstrated the ability to timely complete the Project?

5) Reputation -

- a) Has the Proposer demonstrated a long term presence in the DFW market?
 - a. Have past clients expressed a willingness to work with the Proposer

again?

- b. Has a client ever perfected the bonds or negotiated a settlement for the completion of a project the proposer was involved?
- c. Has the Proposer ever been involved in a lawsuit, settlement, or other legal activity against or with the City of Frisco?

6) Financial strength -

- a) Is the Proposer adequately capitalized?

7) Compensation -

- b) How does the compensation, including preconstruction and construction services, quoted by the Proposer rank in relation to all other qualified proposals?

Weight:

Category no. 1 will have a weight three times greater than of categories 2 through 6. Category nos. 2 through 6 will have equal relative weight and will be assigned a score from 1 to 10, with 10 being the highest, or most favorable, score. The proposal receiving the highest score will be considered to be the proposal that offers the best value for the Frisco.

NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

A person or business entity that enters into a contract with the City must give advance notice to the City if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The City must compensate the person or business for work or materials provided or accomplished.

This section does not apply to a publicly held corporation.



CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM RFP #1502-037 CONSTRUCTION MANAGER (CM) AT RISK NORTHEAST COMMUNITY PARK PHASE I

The undersigned certifies that the prices and information contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request for Proposal.

"I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposed on, or to influence any person or persons to propose or not to propose thereon."

Name of Proposer: _____

Address of Proposer: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____